

**United States Bankruptcy Court  
Northern District of California**

**In re: Pacific Gas and Electric Company,  
Case No. 19-30089 Jointly administered under Case No. 19-30088**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or **deemed filed** under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to **Rule 3001(e)(1)**, Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**Name of Transferee:**

**Fair Harbor Capital, LLC  
As assignee of City Of Merced (2)**

**Name of Transferor:**

**City Of Merced (2)**

Name and Address where notices to transferee should be sent:

**Fair Harbor Capital, LLC  
Ansonia Finance Station  
PO Box 237037  
New York, NY 10023**

Court Claim # (if known): none

Amount of Claim: \$1,007.00

Date Claim Filed:

Name and Address of Transferor:

**City Of Merced (2)  
678 W 18th Street  
Merced, CA 95340**

Phone: 212 967 4035  
Last Four Digits of Acct #: n/a

Phone:  
Last Four Digits of Acct. #: n/a

Name and Address where transferee payments should be sent (if different from above):

Phone: n/a  
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Fredric Glass Date: April 3, 2019  
Transferee/Transferee's Agent

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

**United States Bankruptcy Court  
Northern District of California**

**In re:            Pacific Gas and Electric Company,  
Case No.        19-30089 Jointly administered under Case No. 19-30088**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

**Claim No. none(if known)**

was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on April 3, 2019.

Name of Transferee:

**Fair Harbor Capital, LLC  
As assignee of City Of Merced (2)**

Name of Alleged Transferor:

**City Of Merced (2)**

**Fair Harbor Capital, LLC  
Ansonia Finance Station  
PO Box 237037  
New York, NY 10023**

Name and Address of Alleged  
Transferor:

**City Of Merced (2)  
678 W 18th Street  
Merced, CA 95340**

**~DEADLINE TO OBJECT TO TRANSFER~**

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

Clerk of the Court

In Re:	:	Chapter 11
PG&E Corporation, Pacific Gas and Electric Company, et al.	:	Case No. 19-30088, et al.
Debtor(s).	:	

X

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE**

PLEASE TAKE NOTICE that the claim of CITY OF MERCED ("Transferor") against the Debtor(s) in the amount of \$ 5893.84 (enter the amount owed),

and all claims (including without limitation the Proof of Claim, if any, identified below and Transferor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim) of Transferor have been transferred and assigned other than for security to Fair Harbor Capital, LLC ("Transferee")

in consideration of the sum Percent of the allowed amount of the claim.

The signature of the Transferee on this TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE is evidence of the Transfer of the claims and all rights and benefits of Transferor relating to the Claim. The Claim is based on amounts owed to Transferor by Debtor and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Please note that Fair Harbor Capital, LLC is not obligated to file any application, motion, Proof of Claim or other document with the Bankruptcy Court with regard to your claim.

I, the undersigned Transferor of the above-described claims, hereby assign and transfer my claims and all rights there under to the Transferee upon terms as set forth in cover letter received. I represent and warrant that the claim is not less than the amount listed above and has not been previously objected to, sold, or satisfied and is a valid claim. Upon notification by Transferee, I agree to reimburse Transferee a pro-rata portion of the purchase price, plus interest at the rate of 10% annually from the date of payment and any costs incurred to collect such debt, if the claim is reduced, objected to, reclassified, or disallowed in whole or part by the Debtor, the Court, or any other party and Transferor represents and warrants that there are no offsets or defenses or preferential payments that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

A Proof of Claim Has in the amount of \$ 5893.84 Has not (strike one) been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Transfer). If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Transferor is hereby deemed to sell to Transferee, and, at Transferee's option only, Transferee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Transferee shall remit such payment to Transferor upon Transferee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

I, the undersigned Transferor hereby authorize Transferee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim. In the event Transferee does not purchase the claim at such time both Transferor and Transferee release each other of all and any obligation or liability regarding this Transfer of Claim. Transferor hereby acknowledges that Transferee may at any time reassign the Claim, together with all right, title and interest of Transferee in and to this Transfer of Claim. All representation and warranties made herein shall survive the execution and delivery of this Transfer of Claim and any such re-assignment.

Other than stated above, Transferee assumes all risks associated with debtor's ability to distribute funds. Transferor agrees to deliver to Fair Harbor Capital, LLC any correspondence or payments related to this transfer received subsequent to the date Transferee signs this agreement.

This Transfer of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Transfer of Claim may be brought in any State or Federal court located in the State of New York, and Transferor consents to and confers personal jurisdiction over Transferor by such court or courts and agrees that service of process may be upon Transferor by mailing a copy of said process to Transferor at the address set forth in this Transfer of Claim, and in any action hereunder Transferor waives the right to demand a trial by jury.

## Notice of Transfer and Waiver of Notice

CITY OF MERCED ("Transferor") sells, transfers and assigns unto Fair Harbor Capital, LLC, its successors and assigns ("Transferee"), pursuant to a Claim Purchase Agreement between Transferor and Transferee (the "Agreement") all of Transferor's right, title and interest in, to and under Transferor's Claim (as defined in the Agreement) against PG&E Corporation, Pacific Gas and Electric Company, et al. or any of its co-debtor affiliates (the "Debtor" in the aggregate amount of not less than \$ 174M, representing all claims of Transferor pending against Debtor in the United States Bankruptcy Court, Northern District of California, Case No 19-30088, et al. Transferor Hereby waives its right to raise any objection and/or receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedures and stipulates that an order may be entered recognizing the Agreement as an unconditional sale and the Transferee as the valid owner of the Claim. In Witness Whereof, CITY OF MERCED (Transferor) and Fair Harbor Capital, LLC (Transferee) have signed below:

**TRANSFEROR**

CITY OF MERCED  
678 W 18TH ST  
MERCED, CA 95340-4700

Print Name Doris Black

Signature: Doris Black

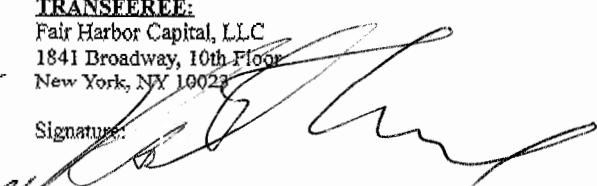
EMAIL (Important) utl

Phone: \_\_\_\_\_

Title ACCOUNTING  
TECHNICIAN  
Date 2-26-19

**TRANSFEE:**

Fair Harbor Capital, LLC  
1841 Broadway, 10th Floor  
New York, NY 10023

Signature: 

Fred Glass, Member Fair Harbor Capital, LLC

M. for Koenig